

### **FIRST AMENDMENT TO LEASE**

This **FIRST AMENDMENT TO LEASE** (this "Amendment") is made and entered into as of the 2<sup>nd</sup> day of December, 2003, by and between **HENDRY PROPERTIES, LTD.**, a Texas limited partnership ("Landlord"), and **CIRCUIT CITY STORES, INC.**, a Virginia corporation ("Tenant").

#### **Preliminary Statements:**

The following Preliminary Statements are a material part of this Amendment:

A. Landlord's predecessor-in-interest, SPC NEC121, Ltd., a Texas limited partnership, and Tenant entered into that certain Lease, dated July 31, 2000 (the "Lease"), relating to certain premises located in Frisco, Collin County, Texas, as more as particularly described in the Lease.

B. Landlord and Tenant desire to amend the terms of the Lease as set forth in this Amendment.

**NOW, THEREFORE**, for and in consideration of the covenants and premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, Landlord and Tenant agree as follows:

#### **Agreements:**

1. Section 19(a)(viii)(D). Section 19(a)(viii)(D) of the Lease is hereby modified such that service-oriented offices (such as, by way of example, medical or employment offices, travel agencies, real estate agencies or dry cleaning establishments) shall be permitted, but only within the buildings designated as "Retail A" and "Retail J" on the Site Plan attached to this Amendment as **Exhibit "A"** and only to the extent the same do not exceed 17,500 square feet in the aggregate. There shall be no restriction against offices and storage facilities incidental to a primary retail operation.

2. Defined Terms. All undefined capitalized terms in this Amendment shall have the same meanings as in the Lease, unless otherwise defined herein.

3. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease remain in full force and effect.

4. Modifications. This Amendment and the Lease cannot be modified in any manner other than by written modification executed by Landlord and Tenant.

5. Representations and Warranties. Landlord and Tenant represent and warrant to each other respectively that they have the requisite power and authority to enter into this Amendment; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Amendment; that the signatories executing this Amendment on behalf of Landlord and Tenant have been duly authorized and empowered to execute this Amendment on behalf of Landlord and Tenant, respectively; and that this Amendment is valid and shall be binding upon and enforceable against Landlord and Tenant and

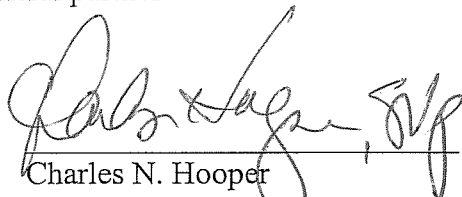
their respective successors and assigns and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Amendment as of the day and year first written above.

Landlord:

**HENDRY PROPERTIES, LTD.**,  
a Texas limited partnership

By: Hendry Investments, Inc.,  
a Texas corporation,  
its general partner

By:   
Charles N. Hooper  
Senior Vice President

Tenant:

**CIRCUIT CITY STORES, INC.**,  
a Virginia corporation


By:   
Name: Thomas C. Nolan  
Title: Vice-President  
Real Estate



Exhibit "A"

Site Plan

SOUTH FRISCO VILLAGE  
PRESTON ROAD AT HWY. 121  
FRISCO, TEXAS - NORTH DALLAS

HENDRY INVESTMENTS, INC.

